

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Social Services		(2) MEETING DATE August 1, 2006		(3) CONTACT/PHONE Lee Collins 781-1825	
(4) SUBJECT Consideration and approval of Operating Agreement with IHSS Public Authority					
(5) SUMMARY OF REQUEST Request that the Board of Supervisors consider approval of Operating Agreement with IHSS Public Authority Governing Board for purposes of operating Public Authority					
(6) RECOMMENDED ACTION Recommend that the Board of Supervisors approve Operating Agreement with IHSS Governing Board for purposes of operating Public Authority					
(7) FUNDING SOURCE (S) NA		(8) CURRENT YEAR COST -  N/A		(9) ANNUAL COST  N/A	
(10) BUDGETED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): The Department has consulted with the Administrative Office and with County Counsel in preparing this proposal.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? <input type="checkbox"/> Permanent <input type="checkbox"/> Limited Term <input type="checkbox"/> Contract <input type="checkbox"/> Temporary Help					
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est.) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

19) ADMINISTRATIVE OFFICE REVIEW

OK Dan Bushella

RECEIVED  
SLC COUNTY SHERIFF  
2006 JUL 12 AM 10: 53

B-13  
81-06



# **DEPARTMENT OF SOCIAL SERVICES**

3433 South Higuera Street, P.O. Box 8119, San Luis Obispo, CA 93403-8119

**TO: Board of Supervisors**

**FROM: Leland W. Collins**  
**Social Services Director**

**DATE: August 1, 2006**

**SUBJECT: Consideration and Approval of Operating Agreement with IHSS Public Authority**

## **Recommendation**

It is recommended that your Board approve the Operating Agreement with the IHSS Governing Board for purposes of operating the Public Authority.

## **Discussion**

On May 16, 2006, the Board of Supervisors approved changes to the structure of the Public Authority within the County, delegating Governing Board authority to the Board of Supervisors and establishing a Public Authority Advisory Committee. In order to implement the administrative changes necessary to continue operation of the Public Authority, it is necessary to enter into an agreement with the IHSS Governing Board.

With this action, the Board of Supervisors will approve the agreement that authorizes the County to provide services on behalf of the Governing Board, pursuant to the requirements of Welfare and Institutions Code (WIC) section 12301.6(b)(2) and San Luis Obispo County Code section 8.90 et seq.

## **Other Agency Involvement**

The Department has consulted with the Administrative Office and with County Counsel in preparing this proposal.

## **Financial Considerations**

The County is reimbursed for the cost of services under this agreement pursuant to established sharing ratios; the costs of this contract are considered as part of the annual budget process.

## **Results**

Approval of this Operating Agreement will enable the County and the Public Authority to

B-13  
B-2

commence its activities in compliance with the applicable State statute and County Ordinance.

AGREEMENT BETWEEN  
IN HOME SUPPORTIVE SERVICES  
PUBLIC AUTHORITY FOR SAN LUIS OBISPO COUNTY  
AND  
THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

This Agreement entered into on July 1, 2006, by and between the County of San Luis Obispo, a political entity in the State of California (hereafter "County") and In Home Supportive Services Public Authority for San Luis Obispo County, a corporate public body (hereafter "Authority").

WITNESSETH

WHEREAS, Authority is an independent and separate legal entity established pursuant to Welfare and Institutions Code (WIC) section 12301.6(b)(2) and San Luis Obispo County Code section 8.90 et seq.;

WHEREAS, Authority desires to use certain County Services;

WHEREAS, County desires to provide such services;

WHEREAS, it is important to identify the respective roles and responsibilities of County and Authority relating to the administration and/or operation of the In-Home Supportive Services (IHSS) program, pursuant to WIC section 12300 et seq.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows.

1. Scope of Work. County hereby engages Authority to perform, and Authority hereby agrees to perform, the services set forth in Exhibit A, attached hereto and incorporated herein by reference.
2. Fiscal Provisions. The Fiscal Provisions governing the performance of work are set forth in Exhibit B, attached hereto and incorporated herein by reference.
3. Effective Date and Duration. The effective date and duration of this contract shall be as specified in Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Authority and County shall comply with all provisions in the general conditions as specified in Exhibit D, attached hereto and incorporated herein by reference.
5. Special Conditions. Authority and County shall comply with all provisions in the special conditions as specified in Exhibit E, attached hereto and incorporated herein by reference. In the event of conflicts between the provisions of the General Conditions and the Special Conditions, the terms and conditions of the Special Conditions shall be controlling.
6. Notices. Any notice required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail to County at:

Leland Collins, Director  
San Luis Obispo County Department of Social Services  
3433 South Higuera  
San Luis Obispo, CA 93408

and to Authority at:

\_\_\_\_\_, Chair  
IHSS Public Authority for San Luis Obispo County  
3433 South Higuera St.  
San Luis Obispo, CA 93408

IN WITNESS WHEREOF County and Authority have executed this contract on the day  
and year set forth below.

**AUTHORITY**

In Home Supportive Services, a California Statutory Public Authority

\_\_\_\_\_, Chair  
Public Authority Governing Board

\_\_\_\_\_  
Date

8-13  
5

COUNTY OF SAN LUIS OBISPO  
A public entity in the State of California

By: \_\_\_\_\_  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

ATTEST

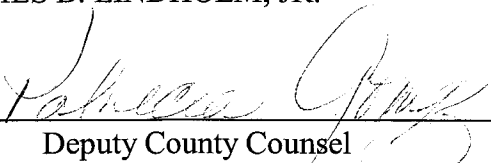
By: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors

Dated: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO  
COUNTY COUNSEL

Approved as to form and legal effect.

JAMES B. LINDHOLM, JR.

By:  \_\_\_\_\_  
Deputy County Counsel

Dated: 7/12/06

8/13/06

## EXHIBIT A

AGREEMENT BETWEEN  
IN HOME SUPPORTIVE SERVICES  
PUBLIC AUTHORITY FOR SAN LUIS OBISPO COUNTY  
AND  
THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Services to be Performed

1. Definitions - these definitions shall apply to the entire agreement and exhibits:
  - a. "County" means San Luis Obispo County, a political entity in the State of California.
  - b. "Board of Supervisors" means the San Luis Obispo County Board of Supervisors.
  - c. "Public Authority" means the corporate public body as a legal entity separate from the County, exercising public and essential governmental functions with all the powers necessary or convenient to carry out the delivery of in-home supportive services, including the power to contract for services pursuant to Welfare and Institutions Code (WIC) sections 12302 and 12302.1.
  - d. "Governing Body" means the Public Authority Governing Board.
  - e. "Consumer" or "Recipient" means a person eligible to receive In Home Support Services (IHSS) in accordance with WIC section 12300 et seq. Consumers must meet eligibility requirements defined by statutes and implementing regulations. Consumers have all the rights and responsibilities described by statutes and regulations, including but not limited to the right to hire, terminate and supervise providers.
  - f. "Independent Provider" or "IP" means the person who directly provides authorized in-home services to a Consumer or Recipient.
  - g. "Labor Relations" means any activities between the Public Authority and the recognized employee organization representing IP regarding their wages, benefits, compensation, working conditions or any other labor issue.
2. Roles and Responsibilities – County and Authority shall perform duties as legally mandated pursuant to WIC section 12300 et seq. and implementing regulations, including but not limited to:
  - a. County:

B13  
7

- 1) The exclusive right to authorize and/or terminate services for an IHSS Consumer, based on regulatory requirements.
- 2) The exclusive right to determine need for IHSS, the level and quality of services required, and the eligibility of individuals to be served.
- 3) The exclusive right to conduct initial assessment and reassessment of continuing need for services by the Consumer.
- 4) The referral of IHSS Consumers to Authority for Authority services.
- 5) The appointment of an Advisory Committee in accordance with Exhibit A, section 2.D of this agreement.
- 6) The employment of personnel to perform Authority functions mandated by WIC section 12300, including, but not limited to, those described in Exhibit A, section 2.B of this agreement. Employees shall be hired on a limited term basis, said term being for the same duration as this Agreement; shall be employees of the County; and shall accrue all the rights and benefits of County limited term employees.
- 7) To avoid duplication of administrative services and support systems the County shall provide to the Authority all such services, including, but not limited to: budgeting, fiscal/accounting, payroll, general services, contracting human resources, legal services, automated information systems and communication services.

b. Authority:

- 1) To act as the employer of record for its personnel and IP's serving IHSS Consumers, entitling them to all rights conferred under Government Code, section 3500 et seq.
- 2) To provide assistance to Consumers in finding IHSS providers through the establishment of a registry.
- 3) To establish a referral system under which IHSS IP's shall be referred to Consumers.
- 4) To investigate qualifications and background of potential IHSS IP's.
- 5) To provide access to training for IHSS IP and Consumers.
- 6) To ensure the requirements of the personal care option pursuant to Subchapter 19 (commencing with Section 1396) of Chapter 7 of Title 42

B-13  
8



of the USA Code are satisfied.

- 7) To provide County with information needed in preparing County's billing to the California Department of Social Services (CDSS) for State and Federal share of Authority costs.
- 8) To assist County in developing and submitting to CDSS and the California Department of Health Services (CDHS) materials required for CDSS and CDHS approval of Authority reimbursement rate and any rate adjustment.
- 9) To administer the memorandum of understanding with the recognized labor organization, to include the provision of necessary information and reports on IHSS IP's.
- 10) Authority shall adopt rules and regulations in accordance with County ordinance, policies and procedures in carrying out the purpose of the Authority.

c. Administrative:

- 1) The Director of Department of Social Services (DSS), or designee, shall be the administrative liaison to the Authority Governing Body.
- 2) The Director of DSS, or designee, shall prepare and report to the Governing Body on the performance of activities mandated to be performed by the Authority.
- 3) The Director of DSS, or designee, shall make recommendations to the Governing Body concerning any matter of the Authority's operations and authority in which efficiency, economy or the public welfare shall be promoted.
  - a) S/He, or designee, shall prepare and recommend to the Governing Body an annual budget and shall exercise continuous budgetary control after the adoption of such budget. S/He shall review all requests for appropriations, requests for budget transfers, and requests for new positions, and shall make recommendations to the Governing Body thereon prior to action by such Governing Body upon such requests.
  - b) S/He, or designee, shall attend the meetings of the Governing Body and may participate in the discussion of any subject before such Governing Body, but shall have no vote.
  - c) S/He, or designee, shall perform such other services and duties as

the Governing Body may direct and shall keep the Governing Body fully advised of all matters which come to her/his attention which may be pertinent to the discharge of such Governing Body's responsibilities.

- d) Pursuant to Government Code Section 29090 et seq. the DSS Director is delegated the authority to authorize transfers within the budget, provided such transfers are within major budget categories.

d. Advisory Committee:

- 1) Shall be appointed by the County, with the assistance of the Authority to aid and assist Authority and DSS Adult Services Programs, including the functions of the Public Authority.
- 2) As may be required by the WIC, the County shall appoint as advisory committee on In-Home Supportive Services. This committee shall consist of not more than eleven (11) members of whom at least fifty percent (50%) shall be individuals who are currently or past users of personal assistance services paid for through public or private funds or are recipients of services under Article 7, Chapter 3, Part 3, Division 9 of the WIC (section 12300 et seq.). Prior to selecting the members of this committee, the Board of Supervisors shall solicit recommendations of qualified members from the advisory committee and through fair and open process that includes the provision of reasonable, written notice to, and a reasonable response time by, members of the general public and interested persons and organizations.
- 3) No member of the Governing Body or DSS shall serve on the Advisory Committee.
- 4) The term of appointment to the Advisory Committee shall be three (3) years. No member of the Advisory Committee shall serve more than two (2) consecutive, full, three-year terms.
- 5) Persons qualifying for the Advisory Committee must reside in San Luis Obispo County and have familiarity with or knowledge of personal assistance services and the client populations, the capacity to understand their role to aid and assist DSS and the Authority in their administration and operation of Adult Services Programs and the ability to attend regularly scheduled meetings which shall occur only in facilities which meet mandated disability access requirements.

6/3  
10

e. Consumer Control:

- 1) The Authority shall have no authority or jurisdiction to regulate, control, or limit the rights and responsibilities of Consumers of IHSS to hire, fire or to supervise IP's. The right to supervise includes, but is not limited to, the right to determine matters such as work schedules, tasks and duties, assignments and direction of work, methods and standards of caring and conduct, discipline, provision for safety and security control of premises, any in-home living or other accommodations, and final resolution of concerns, problems and complaints relating to such supervision. Consumers retain such rights and responsibilities just as they held such rights and responsibilities independent of the County prior to the formation of the Authority.
- 2) Consumers of IHSS may select IHSS providers who are not referred to them by the Authority. Those IP's shall nevertheless be referred to the Authority for the purposes of wages, benefits, and other terms and conditions of employment.

6/3/11

## EXHIBIT B

AGREEMENT BETWEEN  
IN HOME SUPPORTIVE SERVICES  
PUBLIC AUTHORITY FOR SAN LUIS OBISPO COUNTY  
AND  
THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Fiscal Provisions

1. Funding. Authority will be funded by state, federal and County funds based on the statutorily established IHSS cost of sharing ratios. County's financial obligation under this Agreement shall be determined annually during the County's annual budget process and shall be an absolute limit on County's costs for that fiscal year. The Department of Social Services (DSS) will develop an annual budget for the Public Authority. The total budget amount shall be designated through an identifiable line item in the DSS budget.
2. Contingent Funding. Authority expressly acknowledges that all compensation is contingent upon availability and receipt of federal, state and County funds.
3. State of California Direct Funding. Payment for all authorized IHSS services in accordance with WIC §12300, et seq, and implementing regulations will be paid directly to Contractor by State of California to the IP's.

B.13  
12

## EXHIBIT C

AGREEMENT BETWEEN  
IN HOME SUPPORTIVE SERVICES  
PUBLIC AUTHORITY FOR SAN LUIS OBISPO COUNTY  
AND  
THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Duration and Effective Date

1. Effective Date: The effective date is the date County signs the contract. The County shall be the last to sign this contract.
2. Past Services Included: The County Board of Supervisors specifically acknowledges that in anticipation of this contract services within the scope of this contract may have been rendered from July 1, 2006 to the date the Board of Supervisors executed this contract and which were intended in the best interest of the public health and welfare. The Board of Supervisors expressly authorizes payment for those services at the same rates and under the same terms and conditions as stated in this contract.
3. Term: Unless terminated earlier, pursuant to the provisions of this contract, the term of this contract shall be from its effective date until June 30, 2007.

6/13  
13

## EXHIBIT D

AGREEMENT BETWEEN  
IN HOME SUPPORTIVE SERVICES  
PUBLIC AUTHORITY FOR SAN LUIS OBISPO COUNTY  
AND  
THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

General Conditions

1. Status:
  - a. Independent Contractor: Authority is an independent contractor of the County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership, or a joint venture relationship. Nothing in this Contract authorizes or permits County to exercise discretion or control over the professional manner in which Authority performs the services which are the subject of this Contract, provided always, however, that the services to be provided by Authority shall be provided in a manner consistent with all applicable standards and regulations governing such services.
  - b. No eligibility for fringe benefits: Authority understands and agrees that they will not be eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement or pension program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
  - c. Notwithstanding the foregoing, County shall employ personnel to perform some Authority functions pursuant to Welfare and Institution Code (WIC) section 12300 et seq. including, but not limited to, those described in Exhibit A, Section 2.B of this contract herein.
2. Warranty of Contractor: Authority warrants that it will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the services herein agreed to.
3. Conflicts of Interest:
  - a. No officer, employee, director, or agent of the County shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, nor shall any such person have any interest, direct or indirect, in this Contract or the provisions thereof.
  - b. Authority shall not offer or transfer any property of any value to or on behalf of any employee, officer, director or agent of the County other than those compensations described in this Contract.

6-13  
14

4. Non-Assignment of Contract: Inasmuch as this Contract is intended to secure the specialized services of the Authority, Authority shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein and shall not assign or otherwise transfer its rights under this Contract or any other interest therein without the prior written consent of County. Any such assignment, transfer, delegation or sublet without the County's prior written consent shall be null and void. County also reserves the right prior of approval for independent sub-contractors.
5. Contractor's Facilities: Authority shall obtain and maintain all appropriate licenses, permits and certificates required by all Federal, State and/or local laws, rules, regulations, guidelines, and directives for the operation of its facilities and for the provision of services hereunder.
6. Termination: Either party may terminate this contract at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect on the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Authority shall be paid for all work satisfactorily completed prior to the effective date of said termination.
7. Indemnification:
  - a. Authority shall defend, indemnify, and save harmless the County, its officers and employees, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Authority, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
  - b. Authority shall require any and all third parties contracting with the Authority, other than the County, to indemnify and hold harmless the Authority and County; to provide the Authority with written acknowledgment of such indemnification; and to maintain adequate levels of insurance, as determined by the County's risk manager, naming the Authority and County as an additional insured; excepting that recognized bargaining units shall not be obligated to indemnify the Authority, unless the result of a Memorandum of Understanding.
  - c. Authority shall require any registry contractor to fully indemnify the Authority and the County, to provide the Authority with written acknowledgment of such indemnification and to maintain adequate levels of insurance naming the Authority and the County as an additional insured on the required policies.

8/3/15

8. Insurance: Authority shall procure the following required insurance coverage at its sole cost and expense and maintain in full force and affect for the period covered by this Contract such insurance. All insurance coverage are to be placed with insurers which (1) have a Best's rating of no less than B+VIII, and (2) are admitted insurance companies in the State of California.
- a. Professional Liability Insurance: Authority shall maintain in full force and effect during the entire term of this Contract, professional liability "errors and omissions" insurance with limits of liability of not less than one million (\$1,000,000.00) dollars per claim or occurrence to cover all services rendered by Authority pursuant to this Contract. Where "claims made" coverage is provided, a total of five (5) years shall be provided. If coverage is on a "claims made" basis, Authority promises to maintain such coverage for five (5) years following completion of services provided hereunder.
- b. Comprehensive General Liability: Authority shall maintain in full force and effect, for the period covered by this Contract, Comprehensive General Liability insurance with the following coverage:
- 1) Personal Injury and Bodily Injury, including death resulting there from.
  - 2) Property damage.
  - 3) Automobile coverage, which shall include owned and non-owned vehicles. The amount of the insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, property damage, and automobile coverage in the total amount of one million (\$1,000,000.00) dollars.
  - 4) The following endorsements must be provided in the policy:
    1. If the insurance policy coverage is on an "accident" basis, it must be changed to "occurrence".
    2. The policy must cover personal injury as well as bodily injury.
    3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement
    4. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the county, whether commercial or self-insurance will be called upon to a loss hereunder.
    5. Self-insurance can be substituted for a commercial policy, and the same provisions shall apply.
- c. Workers' Compensation Insurance:
- 1) The State of California will provide worker's compensation benefits directly to IP's.
  - 2) In accordance with the provisions of Labor Code Section 3700, if Authority has any employees, Authority is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Authority agrees to comply with such provisions before commencing the performance of the work of this Contract.

B13  
16



- d. The following requirements apply to all insurance provided by Authority:
    - 1) A certificate of insurance shall be furnished to County prior to the commencement of work. Upon request by County, Authority shall provide a certified copy of any insurance policy to County within ten (10) working days.
    - 2) Certificates and policies shall state that the policies cannot be cancelled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to County. Both the insurance company and Authority shall have a one hundred (100%) percent responsibility and liability to provide notice to County.
    - 3) Approval of the insurance by County shall not relieve or decrease the extent to which Authority may be responsible for payment of damages resulting from Authority's services or operations pursuant to this Contract.
  - e. The parties expressly agree that the insurance clauses in this Contract are an integral part of the performance of this Contract. The compensation in this Contract includes compensation for the risks that are transferred to Authority by the insurance clauses.
  - f. If Authority fails or refuses to procure or maintain the insurance required by this Contract, or fails or refuses to furnish County with the required proof that insurance has been procured and is in force and paid for, County shall have the right, at County's election, to forthwith terminate the Contract.
9. Records: Authority shall keep complete and accurate records for the services performed pursuant to the Contract and shall make such records available to County upon request. Authority and County shall ensure the confidentiality of any records that are required by law to be so maintained.
10. Accounting. Authority shall maintain accounting records in accordance with generally accepted accounting principles. The Authority shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Authority shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Authority shall record costs in a cost accounting system that clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County. Contractors who are nonprofit corporations shall comply with OMB Circular A-122.

Travel and lodging costs must be reasonable and not exceed levels allowed for County employees on official business. Gifts may not be charged to this contract, whether given to Authority staff or anyone else.

613  
17

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Authority's cost accounting records.

11. Audits: All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Authority shall safeguard the accounting records and supporting documentation.

Authority shall make accounting records and supporting documentation available on demand to the County for inspection and audit. Disallowed costs shall be repaid to the County. The County may require the Authority's accounting records to be audited, at Authority's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

12. Social Laws:

- a. Equal Employment Opportunity: During the performance of this Contract, Authority agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, or national origin, and hereby promises to comply with the provision on contractor agreements contained in Presidential Executive Order Number 11246. Authority agrees to comply with all labor and other laws and regulations pertaining to unlawful discrimination, and specifically including California Department of Social Services Manual of Policy and Procedures section 21-100.
- b. Nondiscrimination in State and Federally Funded Programs: Authority shall ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population and individuals with disabilities. The provision of bilingual/interpretive services shall be offered for each location whose non-English language cases equal or exceed five percent of the total cases for each program or location. The provision of bilingual /interpretive services shall be prompt without undue delay.
- c. Maintenance of Data. Authority agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws, rules and regulations. The data elements specifically required by this section refer to primary language and ethnic groups of IP's. California Department of Social Services (CDSS), federal government personnel, and the County reserve the right to review records, books and accounts as needed to ascertain compliance and the right to pursue legal remedy and/or sanction for and compliance failures.

13. Unlawful Activity: If Authority or any employee of Authority is charged with, convicted, or pleads nolo contendere to a criminal violation occurring at a County facility or work site, Authority, shall promptly notify the Director, County of San Luis Obispo Department of Social Services.

14. Corporate Authority. Any individual executing this agreement on behalf of Authority

6-13  
18

represents and warrants that he is duly authorized to execute and deliver this Contract on behalf of said Authority, and that this Contract is binding upon said Authority in accordance with its terms.

15. Entire Agreement and Modifications: This Contract supercedes all previous contracts and constitutes the entire understanding of the parties hereto. Authority shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Authority specifically acknowledges that in entering into and executing this Contract, Authority relies solely upon the provisions contained in this Contract and no others.
16. Applicable Law and Venue: This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and San Luis Obispo County, California courts shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract.
17. Separability: The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

B13  
H

## EXHIBIT E

AGREEMENT BETWEEN  
IN HOME SUPPORTIVE SERVICES  
PUBLIC AUTHORITY FOR SAN LUIS OBISPO COUNTY  
AND  
THE COUNTY OF SAN LUIS OBISPO DEPARTMENT OF SOCIAL SERVICES

Special Conditions

1. Confidentiality. Authority shall participate in this Contract for purposes directly connected with the administration of public social services. Authority and its officers, agents, and employees shall comply with the requirements of the Welfare and Institutions Code and all professional rules pertaining to the confidentiality of information pertaining to the administration of public social services and/or personnel administration. Authority understands that any breach of Welfare and Institutions Code Sections 827 and 10850 may be a criminal offense. Authority will not permit any access to client records by any person under Authority's supervision until he/she has received training in confidentiality and has signed an oath to protect confidentiality of client records and juvenile court proceedings.
2. HIPAA. If the performance of this contract involves access to any individual identifiable health information, Authority and all officers, agents, employees and subcontractors shall comply with the Health Information Portability and Accountability Act of 1996 including, but not limited to signing a HIPAA Business Associates Agreement.

B-13  
20